

**License Agreement
for
College of Direct Support
at
Department of Mental Health, Mental Retardation & Substance Abuse Services**

This Agreement ("this Agreement") is made effective as of October 1, 2006 (the "Effective Date"), between MC Strategies, Inc. ("MCS"), based in Atlanta, GA, and Department of Mental Health, Mental Retardation & Substance Abuse Services, DMHMRSAS, ("Client") of Richmond, VA.

The College of Direct Support Curriculum is a multimedia interactive computer assisted training curriculum (the "Curriculum") developed by the Sertoma Center, Inc. of Knoxville, TN, the University of Minnesota, of Minneapolis, MN, and MC Strategies, Inc., Atlanta, GA, for training direct support personnel who care for people with developmental disabilities in community settings. WebInservice® KDS (Knowledge Deployment System) training system ("KDS") is a web-enabled training system developed by MCS through which the Curriculum is made available for licensed access by end users. MCS serves as the licensing agent for the Curriculum and is the owner and licensor of KDS.

I. Scope of Services to be Provided by MCS

A. Products/Services Provided; Grant of Limited License - MCS will provide to Client a license to use KDS and to access the Curriculum content listed in the attached Attachment A (the "Content" or "Licensed Content"). The Content is delivered in convenient Lessons. Each Lesson has a Pre-test, Lesson Content and a Post-test. The Learner's scores and progress are recorded for presentation via on-screen or printed reports.

KDS includes database management and concurrent use capacity on the individually hosted web site (the "Site" or "Web Site") provided by MCS. The license granted in this Agreement is to use the Content and KDS and related MCS products and services solely for training of personnel employed by Client ("Authorized Learners").

On the terms and subject to the conditions of this Agreement, MCS hereby grants to Client a non-exclusive, non-transferable, limited license to access and use the Site and Licensed Content (collectively sometimes referred to in this Agreement as "the System") for the purpose of training Authorized Learners during the term of this Agreement.

B. Web Hosting - MCS will maintain a secure access-controlled Web Site that is used by the client for learning and learner management. The Site is also used for secure transport and storage of data received from Client by MCS and may be partitioned to host additional static content as desired.

MCS will configure Client's licensed learning system, including all standard Licensed Content and have the Site operational within three business days after MCS receives from Client a completed order, consisting of an acceptable Purchase Order or check.

MCS support staff will perform setup, provide implementation training and support and manage the System maintenance and database backups.

C. Licensed Content and System Features - MCS will contract with the University of Minnesota or an other acceptable provider to maintain and update the Licensed Content to correct errors that may become known to MCS or that are brought to MCS' attention and to endeavor to ensure that the Content is current, and will make such corrections and updates available to Client at no additional charge to Client.

Content is subject to change without notice at the editorial discretion of MCS or as required or recommended by the University of Minnesota or other provider. MCS reserves the right to change or discontinue at any time any aspect or feature of the Site, provided that such change or discontinuance does not materially affect the Client's ability to access or use KDS.

D. Automated Training Management System - KDS is self-documenting and offers a sophisticated tracking and reporting capability to monitor Authorized Learners as they progress through their assigned training. Learner Management functions include self- or automated-enrollment, archival data, and changes to learner files. The Web Reporting features allow Client to view and/or print reports by employee, department, group, or facility (as well as region and corporate reports for multi-facility systems). The Options Manager includes the ability to change learning, test scoring and reporting options to address Client's training objectives as identified to MCS by Client.

E. Implementation Assistance - MCS will provide telephone implementation assistance to Client's designated Training Administrator. The telephone assistance will provide support to the Training Administrator in learning the administrative features of the system including: learner management functions, lesson planning, creating training modules, tracking Authorized Learners' progress, printing reports and establishing System configurations in accordance with Client's training objectives.

MCS will provide ongoing customer service support to Client's designated Training Administrator throughout the term of this Agreement. Such Customer Service will include toll-free telephone assistance to designated Client staff during the business hours of 8 AM to 5 PM ET. Client may also obtain assistance by e-mailing the WebInservice staff at: support@mcstrategies.com.

F. On-site Assistance (optional) - At the request of Client, MCS will provide on-site assistance to Client at MCS' standard on-site assistance rate (currently \$950 per day), plus out of pocket travel expenses.

G. Electronic Human Resource Download - Client may provide to MCS electronically information for the purpose of electronically enrolling learners and keeping the learner database current. MCS will work with Client's staff to establish an ongoing procedure for downloading data of Authorized Learners. Authorized Learners may also be enrolled manually by Client if Client so specifies.

H. System Operation - MCS will use commercially reasonable efforts to make KDS accessible and functional twenty-four (24) hours per day, seven (7) days per week, subject to temporary service interruptions for scheduled maintenance that shall be conducted at off-peak hours or for emergency maintenance. MCS shall provide written notice or notice via e-mail to Client with respect to any scheduled down-time for the services and will use commercially reasonable efforts to notify Client with respect to any non-scheduled down-times for the services.

As used herein, the term "accessible and functional" means that KDS will be readily accessible to the users thereof with a ping rate of less than or equal to 100 milliseconds ("Accessibility Rate"). For purposes hereof, the ping rate shall refer to the speed of traffic on MCS' local network from its Internet Service Provider to MCS' server. Client will have the right to request that an external audit of the Accessibility Rate be documented at Client's expense in the event Client is concerned with performance in this area. MCS and Client will mutually agree on a statistically valid sampling methodology prior to conducting the audit.

Notwithstanding any of the foregoing, MCS shall not be deemed to have violated its service levels obligation if the Accessibility Rate cannot be achieved due to factors beyond MCS' reasonable control.

I. Expansion of Licensed Content - Client may expand the Licensed Content library at any time during the term of this Agreement, for the remainder of the term of this Agreement. A free, no obligation price quote is available upon request. Fees for the expanded Content will be based on the standard fees in effect at the time of the expansion.

J. Custom Content Development by MCS (optional) - At the request of Client, MCS will provide support for the development of custom training for educational objectives that are unique to Client. A free, no obligation price quote is available upon request at any time during the term of this Agreement.

Client may provide to MCS for use in such custom training development training content in a variety of formats, including PowerPoint presentations, memoranda, policies and procedures (preferably in electronic format), to MCS. Client may also submit digital photographs, forms, maps or other information to MCS for inclusion in the custom content. MCS will re-purpose Client's content to be consistent with the format of the standard content provided by MCS and will make an electronic "draft" copy of the customized lesson available to Client within 2-4 weeks of submission. Client may review draft content and submit changes electronically until the customized content is satisfactorily completed.

Client will be solely responsible for ensuring that content customized or added by Client is current and accurate.

K. Test Authoring/Content Linking - KDS will allow Client to quickly adapt documents created with most standard office software programs, such as PowerPoint, Microsoft Word and WordPerfect, into customized Lessons that can be assigned to Authorized Learners. The Client may also create pre- and post- tests to the custom content created in this manner, and link those lessons to KDS. MCS will provide training on these features to the designated Training Administrator(s) during the implementation process.

Client may also choose to use commercially available authoring tools to develop customized content that can be linked to KDS and assigned to Authorized Learners. MCS will provide technical assistance to Client to determine compatibility of such programs to KDS, and will (upon request) provide the programs to Client at the manufacturer's list price.

Client will be solely responsible for ensuring that content customized or added by Client is current and accurate.

L. Event and Classroom Management - Client may track classroom training or other "events" using the System. The System includes a calendar feature that allows Client to schedule classrooms, Instructors and audio-visual equipment electronically. Authorized Learners may enroll in classroom events online, or they may be "assigned" to classroom events by their administrators. Instructors may track classroom enrollment and attendance automatically. The System will also allow Client to link pre- or post- tests to classroom events in order to document Authorized Learner comprehension of the training material presented.

M. Preceptorship Management - The System will provide a convenient electronic method to document staff competency and performance evaluation. The System will allow Client to establish "training events" that are assigned to Authorized Learners and verified by qualified preceptors or administrators to document employee competencies.

N. Protected Health Information - MCS will appropriately safeguard all protected health information made available to MCS by, or obtained by MCS from, the Client.

II. Payment to MCS: In consideration of the services described herein and the license granted herein to use KDS and to access the Content, Client agrees to pay to MCS license and service fees for DMHMRSAS 16 facilities listed in attachment C:

Administrator's fee: \$44,800 per year (16 administrators)

System License Fees: \$103,858

Payment of the annual Administrator's fee of \$44,800 and the System License fees of \$103,858 will be due thirty (30) days after receipt of invoice or thirty (30) days from the date this Agreement is signed, whichever is later. Payment is to be made payable to MC Strategies, Inc. and mailed to MC Strategies, Inc., 111 Center Park Dr., Suite 175, Knoxville, TN 37922. JH
P.O. Box 7247-6198, PHILADELPHIA, PA 19170-6198

Additional Users: In addition to those entities listed herein under Attachment C as authorized users, other Commonwealth of Virginia facilities, Community Service Boards, and private entities may be added or deleted as users of this contract at any time during the term of this Agreement, upon written approval by the DMHMRSAS Contract Administrator. This written approval may be in the form of electronic mail and shall name the specific entity added or deleted, the number of individuals served for each entity and the effective dates. All new entities will be required to sign a separate Addendum to the DMHMRSAS Agreement. This Addendum will define the term of the Agreement, the Administrator site fee of \$2,800 per administrator, the platform and content license fees and the individual Learner Usage Agreement. For those entities that have expressed interest in joining the Commonwealth of Virginia Partnership at the writing of this Agreement, a table of fees reflecting the Virginia discount has been provided in Attachment D.

II. General Terms and Conditions

A. Term of Agreement - This Agreement shall be effective for a one-year period commencing on the Effective Date of this Agreement and ending on day prior to the second anniversary of the effective date. This agreement shall be renewable on the anniversary of the Effective Date for an additional two years should this option to renew be exercised. The administrator's fee shall remain at \$2,800 per administrator per year during each of the next two renewal periods, while license fees shall remain at \$148,658 for the sixteen facilities listed in Attachment C for the year ending September 30, 2007, and for these same facilities shall be \$154,658 for the

year ending September 30, 2008, and shall be \$169,475 for the year ending September 30, 2009. Adjustments to these fees would be made if the number of facilities change or significant changes occur in the number of persons served.

B. Confidentiality - Neither party shall, without the prior written consent of the other party, use, disclose, or permit any unauthorized person to obtain any trade secrets or intellectual property of the other party. Each party acknowledges and agrees that the nature and results of any aspect of the other party's methods, products, services, employees or agents shall be confidential. Neither party will release any information regarding the other party's methods, products, services, employees or agents without consent of the other, except as required by law.

C. Independent Contractor - Entering into and performing this Agreement does not constitute MCS as the agent or legal representative of Client for any purpose whatsoever. MCS is not granted any right or authorization to assume or to create any obligation on behalf of Client. MCS shall be considered an independent contractor at all times.

D. MCS Web Sites - By using the Site, Client indicates its agreement on behalf of itself and its Authorized Learners, to the terms and conditions of use contained in the Usage Agreement (the "Usage Agreement"), a copy of the current version of which is attached hereto as Attachment B), as such terms and conditions may be revised as described below. As Authorized Learners sign on to the Site, they will be notified of their responsibilities under the Usage Agreement. Each Authorized Learner will be required to electronically indicate his agreement to such terms and conditions of use.

MCS may revise and update the terms and conditions of the Usage Agreement at any time in order to protect the security of KDS. Client and its Authorized Learners will be notified of revisions to the Usage Agreement by postings of the revisions on the Site, and each Authorized Learner will be required to indicate agreement to the revised terms and conditions. Should any new terms or conditions be considered unacceptable by DMHMRSAS, Client may terminate this agreement if MCS is unable to modify the terms or conditions to the Client's satisfaction. Client's and each Learner's continued usage of the Site will mean that Client and such Authorized Learner accept those changes. In the event of a conflict between the Usage Agreement and this Agreement, the terms and conditions of this Agreement will control.

F. Use of Content; Copyright - MCS represents and warrants that it owns or has the right to allow Client to use the Site and the Licensed Content provided by MCS. MCS will indemnify, hold harmless and at MCS' expense defend Client against any claim that the Site or Licensed Content infringes a U.S. patent, copyright, or trademark. Client shall promptly notify MCS in writing of any claim of infringement and shall cooperate with MCS to facilitate MCS' defense of such claim.

The contents of the Site, such as text, graphics, images and other material including software licensed by MCS to permit users to access the Site and the Content, are protected by copyright under both United States and foreign laws, and title to KDS or to any of the Content shall not pass to Client or any Learner or other user. Unauthorized use of KDS, the System, the Site or the Content may violate copyright, trademark, trade secret and other laws. No part of KDS, the System or the Site and none of the Content may be reverse-engineered, disassembled, de-compiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, re-transmitted in any form or by any means (electronic, mechanical, photo-

reproduction, recordation or otherwise), resold or redistributed without the prior written consent of MCS.

Client is solely responsible for compliance with any copyright, trademark and other proprietary rights and restrictions applicable to Content that is licensed to MCS for use in the System, and Client is referred to the publication data appearing in bibliographic citations and to copyright notices appearing in the original publications of such Content. Client may not sell or modify the Content or reproduce, display, publicly perform, distribute or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other web site or otherwise for any purpose other than the purpose licensed under this Agreement is prohibited. If Client violates any restrictions on disclosure, reproduction or use of KDS, the System, the Site or the Content, then Client's license to access and use KDS, the System, the Site and the Content will automatically terminate without notice to Client, and Client must immediately destroy any copies Client made of any portion of the Content and promptly certify such destruction in writing to MCS.

G. Use of Content, General Disclaimer - MCS has used and will continue to use its best efforts to ensure that the Content reflects appropriate and accurate information. Although the Content comes from sources believed to be accurate, it may contain inaccuracies or typographical errors. The topics addressed in the Content are often complex, and that complexity may be compounded as each user applies the topics in practice. Therefore, MCS does not assume any liability or responsibility for damage or injury to persons or property arising from any use of any product, information, idea or instruction contained on KDS, the System or the Site or in the Content. MCS makes no representation or warranty about the results to be obtained from using KDS, the System, the Site or the Content. Reliance on any information provided by MCS, its licensors or authors, or other visitors to the Site is solely at Client's own risk.

H. Limitation of MCS' Liability - CLIENT ACKNOWLEDGES THAT IN CONNECTION WITH THE SITE, INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF MCS AND ITS SUPPLIERS. ACCORDINGLY, MCS ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF KDS, THE SYSTEM OR THE SITE.

I. Disclaimer of Consequential Damages MCS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY LOSS OF PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES TO CLIENT OR CLAIMS OR DEMANDS AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF MCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

J. Links to Other Sites - The Site contains links to third-party web sites. These links are provided solely as a convenience to Client and not as an endorsement by MCS of the content on such third-party web sites. MCS is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party web sites. If Client decides to access linked third-party web sites, Client assumes all risks. Client's use of third-party web sites is subject to the terms and conditions of use for such sites.

K. Export Control - The United States controls the export of products and information. MCS does not claim that the Content is appropriate for downloading, or may be legally downloaded, outside of the United States. Access to KDS, the System, the Site or the Content may not be legal by certain persons or in certain countries. Client agrees to comply with all applicable restrictions and not to export or re-export any of KDS, the System, the Site or the Contents to countries, persons or entities prohibited under applicable laws. Client represents that neither Client nor any Authorized Learner is located in a country to which such export is prohibited or in which such use is prohibited and is not a person or entity to which such export or by which such use is prohibited. If Client or any Authorized Learner accesses KDS, the System, the Site or the Content from outside the United States, the risk of such access is solely Client's and Client is responsible for compliance with all applicable laws in connection with such access.

M. Access to Records - In accordance with 42 U.S.C. Sec 1395x(v)(i)(i) and 42 C.F.R. Sec.402.300-402.304, as currently in effect or hereinafter amended (collectively, the "Act"), MCS agrees to retain and make available upon request, for a period of four (4) years after the furnishing of services under this Agreement, records necessary to verify the nature and extent of the costs of such services, when requested by the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, in a manner that complies with the procedural requirements of the Act.

N. Assignment - MCS may not assign this Agreement or any of its rights and may not delegate any of its obligations under this Agreement at any time without the prior written consent of Client. Client may not assign this Agreement or any of its rights and may not delegate any of its obligations under this Agreement without the prior written consent of MCS.

O. Termination without Cause - This Agreement may be terminated by either party for any reason, effective on any anniversary of the Effective Date of this Agreement, upon thirty (30) days written notice to the other party. No termination of this Agreement for any reason will in any way effect the right of MCS to be paid compensation for the license and services hereunder provided while this Agreement was in effect.

P. Termination for Cause - Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party in the event of any material breach by the other party that is not cured within thirty (30) days after the other party receives such notice identifying the breach, or (ii) chronic material breaches, even if individually cured. If the other party is unable or unwilling to cure the breach within such thirty day period, then the notifying party may terminate this Agreement by delivering written notice of termination to the other party. In the event of the termination of this Agreement under this paragraph by Client, Client shall receive a pro-rata refund of the license and maintenance fee paid by Client for the year in which the termination occurs.

MCS may also terminate this Agreement immediately upon any failure by Client to pay any amount payable to MCS under this Agreement when due.

R. Notices and Requests - Notices concerning this Agreement shall be deemed given on the day they are sent by telecopy or other facsimile transmission; three (3) business days after they are deposited in the U. S. Postal Service, postage prepaid, certified or registered, return receipt requested; or, one (1) business day after they are sent by air express courier, charges prepaid, in each case addressed as follows:

MCS: MC Strategies, Inc.
Attention: Chief Executive Officer
495 Circle 85, Suite 100
Atlanta, GA 30349-6001
Telecopy Number: 404-669-9339

CLIENT: DMHMRSAS
Attn: Director, Office of Administrative Services
P.O. Box 1797
Richmond, VA 23218-1797

Telecopy Number: 804-786-3827

S. Entire Agreement - This Agreement, "License Agreement for College of Direct Support at Department of Mental Health, Mental Retardation & Substance Abuse Services",

Attachment A, "College of Direct Support and WebInservice KDS Licensed Content",

Attachment B, "WebInservice® KDS and CDS Usage Agreement",

Attachment C, "CDS and WebInservice® KDS VA DMHMRSAS Sites", and

Attachment D, Virginia Standard Contract (executed by both parties)

constitutes the entire agreement between the parties with respect to the subject matter herein, and all prior or contemporaneous oral or written communications, understandings, or agreements between MCS and Client with respect to such subject matter are hereby superseded in their entirety. Any changes, amendments, or modifications to this Agreement shall not be binding on the parties unless mutually agreed to by the parties in writing.

DMHMRSAS
P.O. Box 1797
Richmond, VA 23218

BY: Joy S Lazarus
Joy S. Lazarus

Director, Office of Administrative
Services

Date: 9/12/06

MC Strategies, Inc.
495 Circle 85, Suite 100
Atlanta, GA 30349-6001

BY: H. James Hicks Jr
H. James Hicks Jr

Senior Vice President

Date: 9/18/06

Am Gilman
MC strategies
CEO 9/1/06

**College of Direct Support and WebInservice KDS
Attachment A**

Licensed Content

COMPETENCY AREA A: Developmental Disabilities, Services and Policies

Course 1: Introduction to Developmental Disabilities (6 lessons)

COMPETENCY AREA B: Supporting Safe and Healthy Lives

Course 2: Safety at Home and in the Community (8 lessons)

Course 3: Maltreatment of Vulnerable Adults and Children (5 lessons)

Course 4: Supporting Healthy Lives (6 lessons)

Course 5: Teaching People with Disabilities (3 lessons)

COMPETENCY AREA D: Individual Empowerment/Self Determination

Course 6: Individual Rights and Choice (5 lessons)

COMPETENCY AREA E: Communication

Course 7: Cultural Competency (7 lessons)

COMPETENCY AREA G: Community Service and Networking

Course 8: Community Participation (4 lessons)

COMPETENCY AREA J: Positive Behavioral Supports/Crisis Intervention

Course 9: Positive Approaches to Challenging Behavior (7 lessons)

COMPETENCY AREA L: Documentation

Course 10: Documentation and Record Keeping (4 lessons)

COMPETENCY AREA N: Building and Maintaining Friendships

Course 11: You've Got a Friend (3 lessons)

COMPETENCY AREA O: Education, Self-Development and Access to Information

Course 12: Direct Support Professionalism (5 lessons)

ADVANCED COURSES and LESSONS:

Introduction to Medication Support (7 lessons)

Employment Supports (5 lessons)

Person-Centered Planning (5 lessons)

College of Frontline Supervision and WebInservice KDS

Course I: Human Resource Practices I

Course II: Human Resource Practices I

Course III: Becoming a Supervisor & Beginning Supervision

Course IV: Working with Family and Support Networks

Attachment B

WebInservice® KDS and CDS Usage Agreement

WebInservice® Knowledge Deployment Usage Agreement

By using the web site, you agree to be bound by the terms of this agreement. You must accept the general provisions of this agreement before you may gain access to the system. Specifically, you agree that:

1. You will protect MC Strategies' copyrighted materials. Materials on this site are the intellectual property of MC Strategies, Inc. and are copyrighted. They may not be copied or duplicated in any form without the permission of MC Strategies, Inc. This copyright does not extend to data generated as part of the reporting process, or data that depict learner demographics or lesson plans.
2. You will not intentionally breach host site security, or assist others in doing so. Any "denial of service" attacks, any attempt to breach authentication or security measures, or any unauthorized attempt to gain access to any other account, host or network is prohibited, and will result in immediate service termination, which may be without notice.
3. MC Strategies is an information provider only. The content provided herein is provided "as-is" without any warranty as to its usability for a specific purpose. MC Strategies cannot be held liable for damages that arise from the use or misuse of the content provided on the system.

Consequences of Violation

Violation of this Policy may result in temporary suspension or permanent termination of service at MC Strategies' sole discretion. MC Strategies does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

Modification

MC Strategies reserves the right to add, delete, or modify any provision of this Policy at any time without notice. Please send reports of any activity in violation of this Policy to: webmaster@mcstrategies.com. Please indicate your acceptance of these conditions by checking the box below, and clicking Send My Response to save your response.

I agree to the terms and conditions listed above JL

Attachment C

CDS and WebInservice® KDS

VA DMHMRSAS Sites

SITE	NO. SERVED	STD. CONTENT PRICING	PLUS ADMIN FEE
Catawba Hospital	97	\$10,215	\$2,800
Central State Hospital	245	\$22,400	\$2,800
Central Virginia Training Center	590	\$40,850	\$2,800
Commonwealth Center for Children & Adolescents	34	\$ 4,230	\$2,800
Eastern State Hospital	443	\$34,115	\$2,800
Hiram W. Davis Medical Center	69	\$7,555	\$2,800
Northern Virginia Mental Health Institute	121	\$13,285	\$2,800
Northern Virginia Training Center	185	\$18,200	\$2,800
Piedmont Geriatric Hospital	122	\$13,370	\$2,800
Southeastern Virginia Training Center	194	\$18,830	\$2,800
Southern Virginia Mental Health Institute	75	\$ 8,125	\$2,800
Southside Virginia Training Center	384	\$30,870	\$2,800
Southwestern Virginia Mental Health Institute	147	\$15,495	\$2,800
Southwestern Virginia Training Center	216	\$20,370	\$2,800
Western State Hospital	235	\$21,700	\$2,800
Virginia Center for Behavioral Health	30	\$3,735	\$2,800
Total:		\$283,345	\$44,800
VIRGINIA DISCOUNTED PRICE:		\$103,858	\$44,800

Attachment D

CONTRACT #720C-04008-06F-00

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:

MC Strategies, Inc., Atlanta, Georgia, hereinafter referred to as **Contractor**;
AND

The Department of Mental Health, Mental Retardation and Substance Abuse Services, (DMHMRSAS), P.O. Box 1797, Richmond, Virginia 23218, hereinafter referred to as **Contracting Agency**;

AND IS DATED: July 26, 2006

In as much as DMHMRSAS requires certain services and the Contractor has agreed to provide such services, by result of negotiation between the parties, and for and in consideration of the respective undertakings of the parties to this contract, the following agreements are made:

1.0 PURPOSE:

The purpose of this agreement is to enter into a contract with MC Strategies, Inc. for training direct support personnel who care for people with developmental disabilities in community settings.

2.0 SCOPE OF WORK:

The **Contractor** shall provide the following services in accordance with the attached "License Agreement for College of Direct Support" dated July 26, 2006.

3.0 CONSIDERATION, COMPENSATION AND PAYMENT:

- 3.1 The Contracting Agency agrees to pay the Contractor \$148,658 in accordance with provisions of Attachment C "License Agreement for College of Direct Support".
- 3.2 Payments shall be made upon receipt and approval of a valid invoice. The Contractor shall submit invoices on an annual basis to the Contracting Agency for payment by the Commonwealth to the following address:

DMHMRSAS - Fiscal Office
P.O. Box 1797
Richmond, Virginia 23218-1797

- 3.4 All invoices submitted shall display in a prominent place the Contract number assigned to this document.

4.0 **Deliverables:** See provisions of the attached "License Agreement for College of Direct Support".

5.0 **Period of the Agreement:**

5.1 This Contract shall commence on October 1, 2006 and shall expire September 30, 2007.

5.2 This Contract may be canceled by either party upon 30 days written notice.

5.3 If this Agreement is terminated, DMHMRSAS shall be liable only for payment for services rendered before the effective date of termination.

6.16 This contract may be renewed by the Commonwealth, upon written agreement of both parties and subject to any changes negotiated by the parties to the contract prior to the effective date of the renewal period, for four successive one-year periods.

6.0 **General Conditions:**

6.1 **Vendors Manual:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. EXCEPTION: The requirements of Section 4.12 shall be applicable only to automobile liability insurance. A copy of the manual is normally available for review at the purchasing office and, in addition, a copy can be obtained from the web site of the Division of Purchases and Supply at www.dgs.state.va.us/dps. The appeals and disputes procedures set forth in the DMHMRSAS Administrative Practices and Procedures Manual, Chapter 5 – Contractual Services, are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the Purchasing Agent.

6.16 **Applicable Laws and Courts:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

6.3 **Compliance:** By signature below, the Providing Agency certifies that it is and will remain in full compliance with:

The Federal Immigration Reform and Control Act of 1986.

The Virginia Conflict of Interest Act.

The Federal Civil Rights Act of 1964, as amended.

Section 11-51 (Employment Discrimination Act) of the Virginia Public Procurement Act.

Virginians with Disabilities Act.

Americans with Disabilities Act, as amended.

Virginia Fair Employment Act of 1975, as amended, where applicable.

Sections 11-77 and 1-78 (Ethics in Public Contracting) of the Virginia Public Procurement Act.

The Antitrust laws of the United States and the Commonwealth of Virginia.

- 6.4 **Authorities:** Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein without the prior written consent of DMHMRSAS. This agreement is subject to appropriations by the Virginia General Assembly.
- 6.5 **Confidentiality:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Agreement, and will not be divulged without the individual's and the Agency's written consent. Any information to be disclosed, except to the Agency, must be in summary, statistical, or other form which does not identify particular individuals.
- 6.6 **Performances:** All services provided by the Contractor pursuant to this Agreement shall be performed to the satisfaction of DMHMRSAS, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. Providing Agency shall not receive payment for work found by DMHMRSAS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- 6.7 **Modification of Agreement:** DMHMRSAS may, upon mutual agreement with the Contractor, issue written modifications to this agreement, including the scope of work, budget and compensation. Any and all modifications to this agreement shall be in writing and signed by the parties below or their official designee.
- 6.8 **Financial Records Availability:** The Contractor agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is later. DMHMRSAS its authorized agent, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 6.9 **Availability of Funds:** It is understood and agreed between the parties herein that DMHMRSAS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
- 6.10 **Drug Free Workplace:** The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on Purchaser's or client's property are prohibited:
- a. The unlawful manufacturer, distribution, dispensing, possession or use of alcohol or other drugs; and
 - b. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Purchaser in addition to any criminal penalties that may result from such contract.

- 6.11 **Ethics in Public Contracting:** By signature on this contract, the Contractor certifies that its proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their offer and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- 6.12 **Debarment Status:** The Contractor certifies that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agency of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
- 6.13 **Changes to the Contract:** By written notice to the Contractor, the Purchaser may from time to time make changes, within the general scope of the contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- 6.14 **Taxes:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 6.15 **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the Purchaser. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.
- 6.16 **Contractual Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

- 6.17 **Lobbying:** The Contractor agrees and fully understands that no portion of funds received from the Contracting Agency under this contract shall be used for lobbying efforts either directly or through any contract for good or services pertaining to lobbying any legislative body.
- 6.18 **Nondiscrimination of Contractors:** A contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 6.19 **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All contractors must register in eVA
- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
 - b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

DMHMRSAS
P.O. Box 1797
Richmond, VA 23218

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Atlanta, GA 30349-6001

BY: Joy S. Lazarus
Joy S. Lazarus

BY: H. James Hicks Jr
H. James Hicks Jr

Director, Office of Administrative
Services

Senior Vice President

Date: 9/12/06

Date: 9/8/06

Nan Kalman
CEO, MC Strategies, Inc.
9/7/06